

NEGOTIATIONS BETWEEN  
THE CITY OF PARMA  
AND  
OHIO COUNCIL 8, LOCAL 3924 AFSCME, AFL-CIO  
CITY HALL EMPLOYEES

TENTATIVE AGREEMENTS

**Amend and replace ARTICLE 4 UNION SECURITY**

- 4.01 The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union.
- 4.02 It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.03 Union Membership Revocation/Maintenance of Membership: :Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.
- Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request."
- 4.04 The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.05 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection

of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

- 4.06 Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

All deductions under Article 4, together with an alphabetical list of names and addresses of all employees whos dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10<sup>th</sup>) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

- 4.07 The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such PEOPLE authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization at upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME

PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

### **ARTICLE 13 – LAY-OFFS AND RECALL**

Amend Section 2. To read **Whenever the City reduces its workforces, the employees will be laid off in the following order based on reverse seniority ~~within job classification and department:~~...**

- a) students;
- b) Seasonal employees;
- c) Part-time employees who have not completed their probationary period;
- d) Part-time employees who have completed their probationary period;
- e) Full-time employees who have not completed their probationary period; and
- f) Full-time employees who have completed their probationary period.

### **ARTICLE 14 VACANCIES AND JOB POSTING**

Amend section 4 to read: **A selected applicant who is not moved to a new position within thirty (30) workdays following his/her appointment shall be paid as a temporary transfer under Article 15, section 3. Employees who are moved into a new position in a training capacity shall receive the rate of pay of the position while in the training capacity.**

### **ARTICLE 22 – UNION LEAVE**

Add Section 3 - Members of the negotiating team shall be allowed time off, without loss of pay and without deduction from any accumulated compensatory time or overtime, for all negotiation sessions which shall be mutually set by the representative of the Union and the City. Such release time shall be limited to no more than six (6) committee employees at any given negotiation session. The Employee seeking release time shall notify the Mayor or his designee in advance, as soon as the need for such release time is known.

Add Section 4 - The President of the Union and/or his designee (in no case to exceed two (2) people) shall receive seventy (70) hours annually for Union Leave provided a notice of at least ten (10) working days prior to the date of such leave is requested in writing. Unused time will not roll-over from year-to-year.

### **ARTICLE 27 VACATION**

Amend Section 5 to read: Any employee who on January 1 of the current calendar year, or on his/her vacation/anniversary date, has at least one-hundred seventy-five (175) hours of vacation

leave may elect to work all or part of those vacation hours and receive payment for same at a straight rate of pay.

Vacation leave shall be converted on a last in, first out (LIFO method) considering all vacation used year to date, regardless of which vacation bank the hours originated. The Payroll Department will follow all procedures required by the Ohio Public Employees Retirement System (OPERS) to determine which hours meet the LIFO method. These hours will be considered earnable salary and OPERS pension contributions will be deducted. Any hours not meeting the LIFO method will not be considered earnable salary and pension contributions will not be deducted.

### **ARTICLE 28 HOLIDAYS**

Amend Section 1 to reflect Juneteenth (June 19<sup>th</sup>) as a paid holiday beginning in 2022.

In recognition of Juneteenth in 2021, bargaining unit members shall receive one (1) additional floating holiday (2021 only) which must be used prior to March 31<sup>st</sup>, 2022.

### **ARTICLE 35 WAGES**

**All Part Time employees shall be paid a minimum of \$17.00 per hour beginning in 2022 (will not receive the three percent (3%) increase for 2022).**

**Premium Pay of \$1,500.00 (Full-time), \$750 (Part-time)**

All bargaining unit employees shall receive the following wage adjustments:

**2021 – Three percent (3%) retroactive to January 1, 2021**

**2022 – Three percent (3%) effective January 1, 2022**

**2023 – Two and one-quarter percent (2¼ %) effective January 1, 2023**

Amend Section 2 to include: Special or supplemental pays will be included in regular pay checks, and will be taxed at a supplemental tax rate if required.

### **ARTICLE 36 LONGEVITY**

**Longevity to be included in pay check that the employee's anniversary date falls within.**

## **ARTICLE 41 INSURANCE**

Amend Section 3 to read: The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at it's discretion to provide such coverage. The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and I.A.F.F, Local 639.

## **ARTICLE 43 UNIFORMS, LICENSES AND MILEAGE**

Amend Section 1 to reflect date of payment to be January 31<sup>st</sup>.

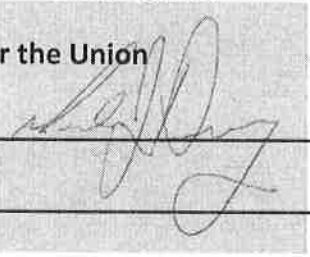
Also include the following language: Those starting after January 1<sup>st</sup> each year would receive prorated pay by full month remaining in the year, instead of the full amount. If they start January 15<sup>th</sup>, they would receive 11 months of prorated payment.

**OTHER:** The City and Union agree to hold a follow-up discussion on flex-time, a four (4) day schedule per week, and/or early start/early leave hours, based on department.

Bonus Vacation will not be added to the compensatory time bank. Federal law states this time should be time worked only. AFSCME can use the current 290 bank (which police use) to bank their bonus vacation.

**Tentatively Agreed to between the parties on 11/10/21**

**For the Union**



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**For the Employer**

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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CITY OF PARMA**

**and**

**OHIO COUNCIL 8**

**and**

**AFSCME**

**LOCAL 3924**

**(City Hall)**

**Effective Upon Ratification**  
**Expires December 31, 2023**

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## ARTICLE 1. PREAMBLE

This Contract is made between the City of Parma (hereinafter referred to as the "Employer" or the "City") and Ohio Council 8 (hereinafter referred to as "Ohio Council 8") and Local 3924 of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union.") The use of male or female pronouns or adjectives is without gender unless otherwise indicated. The term "employee" or "employees" where used refers to all employees in the bargaining unit.

## ARTICLE 2. RECOGNITION

The City recognizes the Union as the exclusive representative as required by the State Employment Relations Board Directive dated May 25, 2011 in SERB Case No. 11-REP-04-0049, as set forth below.

Included: All employees of the City of Parma in a classification in existence as of June 1, 2010 and not presently represented in a State Employment Relations Board or deemed-certified unit, including only those employees in the classifications specifically listed below:

Accounts Coordinator	Accounts Payable Coordinator
Administrative Assistant to EEO	Assistant Coordinator
Assistant Legal Secretary	Carpenter Inspector
Clerk	Clerk-Bookkeeper
Clerk-Cashier	Clerk-Typist
Chainman	Custodian
Community Development Specialist	Computer Operator
Computer Operator Supervisor	Data Entry Clerk
Designer	Driver (Bus)
Electrical Inspector	EMS/Fire Assistant Coordinator
Escort/Outreach	Examiner-Auditor
Financial Record Keeper	Food Service Aide
FSS/FFS Coordinator	Housekeeper
Housing Counselor	Housing Inspector
HQS Inspector	Human Service Specialist
Inspector/Service/Health	Inventory/Asset Coordinator
Legal Secretary	Maintenance Custodian
Masonry Inspector	Occupancy Specialist
Outreach Specialist	Outreach Volunteer Coordinator
Party Chief	Payroll Coordinator
Plumbing Inspector	Program Assistant
Program Case Manager-Public Housing	Program Specialist
Property Maintenance Inspector	Public Service Clerk
Recycling Administrator	Resident Initiative Assistant
Secretary	Senior Citizen Coordinator
Sewer Communications	Site Coordinator

Tax Clerk  
Timekeeper Specialist  
Zoning and Sidewalk Inspector

Tax Deposit Specialist  
Vital Statistics Coordinator

Excluded: Those employees in positions not specifically listed above are excluded.

### **ARTICLE 3. NON-DISCRIMINATION**

Section 1. The City and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, disability, or sex.

Section 2. The Union agrees that the City may make reasonable accommodation because of disability or religion. The City will notify the Union prior to implementing any accommodation which impacts the terms and conditions of employment provided in this Agreement.

Section 3. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

Section 4. The City recognizes the right of all employees to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the City and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal by either the City or the Union against any employee or any applicant for employment because of Union membership or non-membership, or because of any lawful activity on behalf of the Union except as expressly provided herein.

### **ARTICLE 4. UNION SECURITY**

Section 1. The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union.

Section 2. It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union

membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request."

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 6. Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made. All deductions under Article 4, together with an alphabetical list of names and addresses of all employees whose dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

Section 7. The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington

D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such PEOPLE authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization at upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

## **ARTICLE 5. NO STRIKE**

Section 1. The City and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the City and the Union to avoid work stoppages and strikes.

Section 2. Neither the Union nor any member of the bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or other unlawful interference with the normal operations of the City for the duration of this Agreement. A breach of this article is just cause for discipline, including immediate discharge.

Section 3. The Union shall, at all times, work to continue operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall immediately notify all employees that the strike, work stoppage or slowdowns, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

Section 4. The City shall not lock-out any employees within the bargaining unit for the duration of this Agreement.

## **ARTICLE 6. UNION PRIVILEGES**

Section 1. The City shall provide the Union with access to bulletin board space located in the City Hall, Recreation facility, Senior Citizens Center, Police Station, Community Development facility, Fire Station #3, and Public Housing.

Section 2. The City will allow Union meetings on City property provided the meetings shall be conducted so as not to interfere with the normal operations of the City and that the Union gives notice of its request in advance as may be required by the City.

Section 3. The City shall provide the Union with an internal mailbox at the City Hall for use during the term of this Agreement.

## **ARTICLE 7. UNION REPRESENTATIVE**

Section 1. Employees selected by the Union to act as Union Representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act only as Steward when the regular Steward is absent from work. The Union President or Vice-President may act as a Steward in the absence of the Steward and alternate.

Section 2. The City shall recognize four (4) Stewards.

Section 3. The Union Representative as described in Section 1 of this Article shall attend meetings at which the City requests the Union's presence without loss of pay if scheduled during his normal working hours. The Union Representative shall be allowed reasonable time to process grievances during his normal working hours without loss of pay. While it may be necessary for the Union Representative to leave his assignment to perform Union business, the Union recognizes the operational needs of the City and will keep to a minimum the Union Representative's time away from work. The Union Representative shall obtain the approval of his supervisor before leaving his duties.

Section 4. When there is a layoff the following Union officers shall be retained in preference to all other employees provided the City determines they can perform the available work: President, Vice-President, Secretary and Treasurer.

## **ARTICLE 8. EMPLOYEE RIGHTS**

Section 1. An employee may, upon request, have a Union representative present at any meeting which deals with possible disciplinary action of the employee. Requests for representation shall not be made in such a way as to delay hearings. The City shall notify the Union prior to recording any pre-disciplinary hearing. Any verbatim transcript of such a meeting may not be admitted in any proceeding without the consent of the City and the Union. The appearance of the Union representative will be with pay if during his normal working hours.

Section 2. An employee who is to be questioned as a suspect in an investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. An employee will be informed of the nature of any investigation of himself prior to any questioning or meeting. Prior to any disciplinary hearing that may result in a demotion, suspension without pay, or termination, a detailed written summary of the alleged misconduct, including the range of potential discipline, shall be put in writing with notice to the Union by personal delivery to a Union officer and by personal delivery to the employee or by hand delivery or U.S. mail to the employee's last known address if the employee is not at work, at least forty-eight (48) hours in advance of such hearing, excluding holidays and weekends.

The City has the right to suspend an employee pending any hearing and disciplinary decision. The suspension will be with pay unless the discipline issued by the City, if any, after notice and hearing, includes days off without pay, which may include one or more days of prehearing suspension.

Section 4. An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the City. Copies of all written material provided to a third party, except references and credit information, shall also be mailed to the employee involved.

Section 5. An employee shall, upon request, be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement concerning any such document.

Section 6. It is recognized that an employee who lists the City as a current or past employer is impliedly consenting to the City's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to the City's disclosure of salary and employment information. A written disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this Article. Any documents with respect to a grievance may not be provided to a prospective employer except with the express written consent of the employee.

Section 7. At the employee's request, on or about March 1 of each year, written reprimands and written records of verbal reprimands which have not, of themselves, been the basis for more serious discipline, and written documents concerning compliments or commendations, any of which is dated more than eight years prior thereto, shall be removed from an employee's personnel file and shall, thereafter, not be considered as a basis for assessing discipline or degree of discipline against that employee in any future disciplinary actions against that employee.

## ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union Representative as defined in Article 7, Section 1.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation of the specific and express written provisions of this Agreement. An employee may also grieve a verbal or written reprimand if it is a formal discipline, a suspension or discharge.
- b) Grievant - The "grievant" shall be defined as an employee, group of employees or the Union.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays when City Hall is closed.
- d) "Elected Official" shall be defined as

Law Director for employees of the Law Director;

Auditor for employees of the Auditor;

Treasurer for employees of the Treasurer; and

Mayor for all other employees in the bargaining unit.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) All written grievances shall include: the name and position of the grievant; the provisions of this Agreement which were misapplied or misinterpreted; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible, if known to the grievant; and the redress sought by the grievant.
- b) Except at Step 1, all decisions and appeals shall be rendered in writing at each step of the grievance procedure. Each decision and grievance meeting notice shall be transmitted to the grievant and the Union.

- c) If a grievance affects a group of employees working in different locations with different supervisors, or associated with an employer-wide controversy, it may be initially submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the City and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the City or Union in Future proceedings.
- e) The Grievance and Arbitration Procedures shall be the exclusive processes for resolving all disputes arising under this Agreement.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.
- g) The processing of grievances shall be conducted on non-working hours, except when circumstances require that they be prepared on work time. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.
- h) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- i) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or other disciplinary actions.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1 An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and the Union Representative, if requested, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 If the grievance is not resolved informally in Step 1, it shall be presented in writing to the grievant's Appointing Authority (which may be his immediate supervisor) or his designee within fifteen (15) days of the occurrence of the facts giving rise to the grievance. The Appointing

Authority or designee shall convene a meeting within ten (10) days of receipt of the appeal with the Grievant, Union President and Steward. The Appointing Authority or designee shall issue a written decision to the grievant and Union within ten (10) days of the meeting.

Step 3 If the Union is not satisfied with the written Step 2 decision, a written appeal of the decision may be filed with the Elected Official as defined in Section 2(d) within five (5) days from the Step 2 answer. Copies of the answers shall be submitted with the appeal. The Elected Official or designee shall schedule a meeting within ten (10) days of the receipt of the appeal in an attempt to resolve the grievance issues. The Union President and a representative of Ohio Council 8 shall attend such a meeting. The Elected Official or designee shall issue written results to the grievant and the Union within fifteen (15) days of such a meeting. If the Union is not satisfied with the results in Step 3, the Union may elect to proceed pursuant to the Arbitration/Mediation Procedure of Article 10.

Section 5. Up to the appeal to Step 3, the City may require and the Union shall have the right to modify a pending grievance in order to clarify pertinent procedural matters in a grievance, such as Section allegedly violated or the requested remedy, provided, however, that the basic issue raised by the grievance is not changed.

## **ARTICLE 10. ARBITRATION/MEDIATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, or those steps are mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration/mediation. Within this thirty (30) day period, the parties may meet to attempt to mutually agree upon an arbitrator and a mediator. If agreement is not reached on an arbitrator, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators for selection.

If the parties do not agree upon a mediator, the parties will contact FMCS to request its mediation services. All grievances appealed to arbitration will be referred for mediation so long as the parties, including any grievants, enter into a signed mediation submission setting forth the mediator's authority and the complete confidentiality and non-admissibility of all documents and statements submitted in mediation. If the grievance is not resolved in mediation, if the Union wishes to submit the grievance to arbitration, it must tender to the City a written notice requesting arbitration within twenty (20) days of the mediation conference.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration article is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement or written reprimands, suspensions, or discharges.

Section 3. Unless otherwise abridged in this article, arbitration hearings shall be conducted in accordance with FMCS regulations.

Section 4. The fees and expenses of the mediator and arbitrator and the cost of the hearing room will be shared equally. Should either party elect to have a court reporter present, the fees and expenses of the reporter will be the responsibility of the requesting party unless the arbitrator requests a copy of the transcript; if the arbitrator so requests, the fees and expenses of the reporter, including the cost of preparing the transcript, will be shared equally. No court reporter or other recording will be allowed of mediation. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. The City and the Union will cooperate to schedule any mediation and the arbitration hearing so as to minimize any impact on the duties of grievant(s), witnesses, and Union and City representatives. A City employee requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena. The City shall compensate those employees who are on duty at the time of the arbitration hearing at their regular hourly rate for all hours during which his attendance is requested, provided the request is made in good faith and his presence is necessary. At no time shall the number of employees in attendance, in addition to the Union representative and grievant, exceed two (2) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department but there is no limit on witnesses that either party may call.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The Union and Ohio Council 8 agree to indemnify and hold the City harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability that may arise out of any determination that the Union and/or Ohio Council 8 failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration/Mediation procedures provided for in this Agreement.

## **ARTICLE 11. PROBATIONARY PERIOD**

Section 1. New employees shall be considered to be on probation for a period of twelve (12) months from first day of work excluding any period of unpaid leave of absence.

## **ARTICLE 12. SENIORITY**

Section 1. Job classification seniority is defined as an employee's length of service while holding the same job classification. City seniority shall be defined as an employee's continuous length of service with the City, beginning from his date of hire. The type of seniority applied depends upon the question involved as governed by the provisions of this Agreement. An employee who is on an approved leave of absence as provided herein shall accumulate seniority

during the entire leave. A part-time employee who moves to a full-time position in the same classification shall receive pro-rata job classification seniority and pro-rata City seniority credit for all time worked. A part-time employee who moves to a full-time position in a different job classification will receive pro-rata City seniority for all time worked as a part-time employee.

Section 2. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

A part-time employee of the City who is awarded a bargaining unit position shall receive no City seniority for time worked outside the bargaining unit. However, a City employee who is awarded a part-time bargaining unit position will receive credit for pay and part-time benefit purposes for City employment during the two years immediately preceding the job award. Such service credit will be added to any bargaining unit service for pay and benefit purposes only upon award of a full-time bargaining unit position.

Section 3. Continuous service and seniority shall be broken when an employee:

- a) Resigns;
- b) Is discharged for just cause;
- c) Is laid off for a period equal to his/her City seniority at the time of layoff or twenty-four (24) months, whichever is less, or
- d) If upon receipt of the notice of recall sent by certified mail to the employee's last address in the City's personnel file, the employee fails to notify the City of his intentions within three (3) working days or fails to report to work within ten (10) working days unless the City provides an extension of time to return to work or the employee is unable to work due to a medically proven disability.

Section 4. The City shall provide the Union with a current seniority list within sixty (60) calendar days after the signing of the Agreement and annually thereafter. The Union and the employees shall have sixty (60) calendar days to review the list for problems or concerns. Should no grievance be filed concerning the seniority list within the sixty (60) day period, the list will be final and conclusive unless the Union and City later agree upon the correction. The seniority list shall be made up by job classification and shall contain, in order of date of hire, the employee's name, Department, job classification seniority, and designation as to full or part-time status. The City shall provide the Union President with a copy of the seniority list on a quarterly basis.

## **ARTICLE 13. LAY-OFFS AND RECALL**

Section 1. For purposes of this Article, students and seasonal employees have no seniority or seniority rights, part-time employees shall have seniority rights only as against other part-time employees, and full-time employees shall have seniority rights as against other fulltime employees and all part-time employees.

Section 2. Whenever the City reduces its workforces, the employees will be laid off in the following order based on reverse seniority:

- a) Students;
- b) Seasonal employees;
- c) Part-time employees who have not completed their probationary period;
- d) Part-time employees who have completed their probationary period;
- e) Full-time employees who have not completed their probationary period; and
- f) Full-time employees who have completed their probationary period.

Section 3. Employees shall be laid off on the basis of their City seniority. When the seniority of two or more employees is equal, employees shall be laid off by the drawing of lots.

Section 4. In the event the employee cannot hold his present classification he shall have the right to "bump" an employee within the bargaining unit with lesser seniority so long as the City determines the person has the ability to properly perform the duties of the job. An employee who is bumped may bump the least senior employee whose duties the City determines he has the ability to properly perform and who is junior in the City seniority. It shall be at the option of the laid-off employee as to whether he shall exercise his seniority rights to bump into another classification or to take a direct layoff from the City.

Section 5. The City will consider laid off employees for vacancies as "within the bargaining unit" under Article 14 for thirty (30) months after layoff.

Section 6. In the event an employee is laid off without a projected return date, he/she shall receive payment on a pro rata basis for any earned but unused vacation and holidays as it is used.

Section 7. Employees shall be recalled in the inverse order of layoff to their classification or to other qualified positions as defined in Section 4. An employee on layoff shall be sent a written notice of recall by certified mail return receipt requested, to the employee's last known address as shown in the City's personnel file. Upon receipt of the notice of recall, the employee shall have five (5) working days to notify the City of his recall intentions. The employee shall report to work within ten (10) working days of the notice unless the City provides an extension of time to return to work. The City shall not unreasonably deny a request for an extension of time to return to work after a recall under this Section.

Section 8. Health and life insurance coverage will continue through the remainder of the calendar month in which layoff occurs after all paid days of work, pro rata vacation and holidays are exhausted.

Section 9. The City shall notify the Union in writing of any layoff within the bargaining unit at least three weeks prior to the effective date of the layoff, with written notice to those employees that will be laid off. The City and the Union will meet to review the exercise of bumping rights. Should the City reduce the extent or delay the timing of the layoff, no new notice will be required and affected employees will be notified in writing of any revisions. After the initial notification of layoffs, should the City increase the number of employees to be laid off, the above minimum three week notification requirements shall be followed for any employees added to the layoff. All bumping shall be completed by the layoff date.

#### **ARTICLE 14. VACANCIES AND JOB POSTING**

Section 1. For the purpose of these provisions a "vacancy" is defined as the City determining to fill a particular job. Job classification is defined as same job title within the department.

Section 2. Whenever a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted on all Union bulletin boards by the City for a period of at least five (5) consecutive working days, not including the date of posting. A copy of the posting shall be provided to the Union. During the posting period anyone may apply for the vacant position by submitting a written application, on forms provided by the City, to the person designated in the posting. Postings shall contain the requirements of the job, scheduled hours, promotional probationary period, the opening and closing dates of job bidding, and the rate of pay.

Job postings by the City and job bids by employees shall remain in effect for ninety (90) days from the date of the end of the bidding period. All qualified employees who are interested are encouraged to apply since subsequent vacancies arising in the same job classification within ninety (90) days of the end of the bidding period will be filled using applications from the first posting and need not be reposted.

Section 3. All applications filed in a timely manner will be reviewed by the City. Applications from employees within the bargaining unit will be considered first before any other applications. Outside applications will not be provided to the hiring decision maker for the City until it has been determined there are no qualified bargaining unit employees. The job shall be awarded within ten (10) working days to the bargaining unit applicant deemed best qualified by the City after considering all qualifications including City seniority. However, in awarding the position, the City will give preference to a full-time applicant unless the City deems a part-time applicant to have substantially greater qualifications. The City shall notify the Union of the name of the applicant selected or that no one was selected and the results shall be posted on all Union bulletin boards. If the City requires a test not administered by the Parma Civil Service Commission, it will be administered by the Human Resources Department, and, the Union President, upon request, shall receive a copy of the test, the answers and each applicant's score. If the City determines there are no qualified bargaining unit applicants, the City may fill the vacancy pursuant to Civil Service guidelines.

Should a non-bargaining unit applicant be selected over a bargaining unit applicant, the Union, on behalf of the membership, may file a grievance if the Union believes the above procedure was violated.

Section 4. A selected applicant who is not moved to the new position within thirty (30) work days following his/her appointment shall be paid as a temporary transfer under Article 15, Section 3. Employees who are moved into a new position in a training capacity shall receive the rate of pay of the position while in the training capacity.

Section 5. Any existing City employee selected for a vacancy shall serve a promotional probationary period of up to sixty (60) calendar days from the first work day in the new position. An employee who fails to qualify during this promotional probationary period as determined by the City or who voluntarily requests failure, shall be returned to a position comparable to his former position. An employee shall have fifteen (15) calendar days to request to be returned to his former position and pay.

Section 6. In addition to non-probationary employees, all employees who have completed their initial probationary period as provided in Article 11 shall be eligible bargaining unit applicants for promotions. However, if the City determines that there are no qualified bargaining unit applicants for a vacancy other than probationary employees who have not completed their initial probationary period, the City may consider these employees as qualified bargaining unit applicants.

## **ARTICLE 15. TEMPORARY TRANSFER**

Section 1. The City may temporarily transfer employees to a different classification. A temporary transfer of greater than one day to a higher rated classification shall be first offered to the most senior qualified employee within the Department whom the City determines can properly perform the work. If no qualified departmental bargaining unit employee is available, the city will select a qualified bargaining unit employee whom the City determines can properly perform the work.

Section 2. A temporary transfer will not exceed thirty (30) working days except to fill a vacancy caused by an employee on sick or other approved leave of absence. An employee who is assigned the duties of someone absent from the department for vacation expected to be ten (10) working days or less, or for other absence expected to be five (5) working days or less, is not a temporary transfer.

Section 3. If an employee is temporarily transferred to a classification other than his own, he shall be paid his regular rate of pay except if he is transferred to a higher paying classification, he shall be paid at the lowest step of that job that is greater than his regular rate of pay.

## **ARTICLE 16. NEW AND CHANGED JOBS**

Section 1. If the City establishes a new job classification and it is within the general scope of the work now performed by the bargaining unit, the City will notify the Union of the job content and pay structure before posting the job. The Union may request a meeting with the City to discuss the pay structure not later than the next labor/management meeting. If the Union is not in agreement with the rate of pay for the job, the City may implement the new job and the Union can file a grievance at Step 3 of the grievance procedure within thirty (30) calendar days following the termination of discussions. The Union shall have the burden of proving that the rate of pay is unreasonable based on the City's management considerations. If the arbitrator finds the City acted reasonably, the arbitrator's award shall be final and binding. If the arbitrator finds the City to have acted unreasonably, the City may modify or eliminate the job at its discretion and subject to further grievance as above. Any pay structure agreed to by the City and the Union or established by the grievance procedure shall become part of the wage schedule of this Agreement, provided, however, that the City shall have the right to contest whether the job in question is (a) entitled to coverage under the collective bargaining act or (b) properly included within the unit; such issues may be determined by State Employment Relations Board and not subject to grievance.

Section 2. Nothing in this Article shall be deemed to apply to changes in work which occur in the method of operation, tools, or equipment of a job, or any future change of duties for any individuals currently employed within the unit on the date this Agreement is executed; and the City expressly reserves the right to make such changes without restriction by the Union. The City will notify the Union President of any such changes in writing prior to implementing them.

## **ARTICLE 17. SICK LEAVE**

Section 1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, or cohabitating domestic partner, and the employee's/spouse's/cohabitating domestic partner's children, parents, or cohabitating grandparents.

For purposes of this Agreement, a "cohabitating domestic partner" is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for sick leave related to the cohabitating domestic partner, the cohabitating domestic partner's children, or the cohabitating domestic partner's parents. An employee claiming use of sick leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of sick leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a "spouse" or a "cohabitating domestic partner" for any given period of time, but not both for the same period of time.

Section 2. All employees shall earn sick leave at the rate of .0575 hours for each hour of service and may accumulate such leave without limit.

Section 3. The City may require an employee who has been absent for more than three (3) consecutive working days due to personal illness or injury, prior to and as a condition of his return to duty, to provide a certificate from the attending physician to establish that he is not disabled from the performance of his normal duties; that he is able to perform the essential duties of his position; and/or that his return to duty will not jeopardize the health and safety of other employees. At the City's reasonable discretion, the employee may be required to be examined by a physician designated and paid for by the City for the same purpose.

Section 4. If an employee fails to submit adequate proof of illness or injury or in the event the City finds such proof, as is submitted by the employee or results from the City's medical examination, is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without Pay.

Section 5. Any abuse or patterned use of sick leave, as determined by the City, shall be just and sufficient cause for disciplinary action.

Section 6. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include only the employee's spouse, children, parents, step-children, grandchild, current mother-in-law or current father-in-law.

Section 7. Upon the retirement of an employee who has not less than five (5) years of continuous service with the City and who has qualified for retirement benefits from the Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his highest base hourly rate of pay while employed by the City in the bargaining unit, multiplied by one-third (1/3) of his total accumulated unused sick leave up to two thousand one hundred sixty (2160) hours, not to exceed seven hundred twenty (720) hours of accumulated sick leave. Such a payment eliminates all accumulated unused sick leave.

Section 8. Sick leave may be used in segments of not less than one (1) hour.

Section 9. An absence from work for authorized leave shall not constitute use of sick leave unless sick leave is paid.

Section 10. Full time employees shall have the option of converting up to eighty (80) hours of sick leave earned within the calendar year at the employee's current rate of pay and at the rate of two (2) hours of sick leave for one (1) hour of pay only if a balance of 120 hours remains in their sick leave account after the conversion. Part-time employees must have a balance of at least sixty (60) hours. The conversion must be requested in writing on the City form by November 30<sup>th</sup> of each year. The sick leave conversion shall be paid by December 31<sup>st</sup> of each year requested. Upon retirement, an employee that has not exercised the sick leave conversion benefit to its maximum will be paid for any hours not previously converted, up to one hundred twenty (120) hours of sick leave at the rate of two (2) hours of sick leave for one (1) hour of pay at the rate in effect when the sick leave was earned.

Section 11. Employees with accumulated sick leave may take off two (2) Health Days per calendar year to be used at the discretion of the employee and to be charged against accumulated sick leave. An employee who has accumulated sick leave of 210 hours or more at the end of the prior calendar year may take off an additional Health Day, chargeable to accumulated sick leave. These Health Days may be used in partial or whole increments. Use of the Health Days shall not be counted against Sick Leave Bonus under Article 18.

## **ARTICLE 18. SICK LEAVE BONUS**

If during any continuous three (3) month period, a full-time employee does not use any sick leave as provided in this Agreement, the full-time employee shall be granted either (a) one and one-half (1 ½ ) vacation days with pay effective the three-month period beginning April 1, 1998, in addition to any entitled vacation leave under the terms of this Agreement; (b) the employee may choose to receive ten and one-half (10 ½ ) hours of pay for employees working a thirty-five (35) hour week, or twelve (12) hours of pay for employees working a forty (40) hour week, at his straight time hourly rate; (c) credit for like hours in his compensatory time accumulation under Section 30.3; or (d) credit for like hours in his bonus vacation account to be used only as vacation time (unless paid out upon the employee's death or termination of employment) subject to the City's approval based upon the impact of the employee's absence on the City's needs. This sick leave bonus period will run for three (3) months from the use of the last sick leave day pursuant to this Agreement, except for absence from work due to the death in the immediate family of the employee, for the sick leave required to be used in the event of injury leave, or for approved leave required by the Family and Medical Leave Act.

## **ARTICLE 19. FUNERAL LEAVE**

Section 1. Employees shall be granted four (4) days funeral leave with pay in the event of the death of a spouse, child, stepchild, parent, brother, sister, grandparent, grandchild, current mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, cohabitating domestic partner, or a cohabitating domestic partner's child, parent, sibling, grandparent or grandchild.

For purposes of this Agreement, a "cohabitating domestic partner" is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for funeral leave related to the cohabitating domestic partner, the cohabitating domestic partner's children, or the cohabitating domestic partner's parents. An employee claiming use of funeral leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of funeral leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a "spouse" or a "cohabitating domestic partner" for any given period of time, but not both for the same period of time.

Section 2. Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against any accumulated leave at the employee's discretion.

## **ARTICLE 20. MILITARY LEAVE**

Employees will be eligible for leave, pay and benefits related to temporary military training or other qualifying military service as set forth in R.C. § 5923.05.

## **ARTICLE 21. JURY DUTY AND WITNESS LEAVE**

Section 1. An employee called for jury duty or subpoenaed as a witness for a City-related case shall be granted a leave of absence and shall be compensated at his regular rate of pay for time missed from the employee's scheduled straight-time work, less jury fees or witness fees received, provided:

- a) The employee presents written verification of his call to jury duty or witness duty;
- b) If a witness, then the employee's testimony was within the scope of his employment for the City and not of a personal nature.

Section 2. An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted time off without pay unless the employee elects to use his accumulated vacation or compensatory time, provided that documentation is provided either in the form of a subpoena or a letter from a participating attorney showing the employee's absence is necessary to appear as a witness or party to the court action; and a written request is made to the appropriate supervisor at least forty-eight (48) hours in advance, except if an emergency prevents the full 48 hour notice.

## **ARTICLE 22. UNION LEAVE**

Section 1. At the request of the Union, the City may grant a leave of absence without pay to employees who have completed their probationary period and who are required to attend a Union convention or other similar Union function for the duration of such function, provided that no more than two (2) employees shall be off on Union leave at any one time.

Section 2. Such leave of absence shall not affect the employee's accrued vacation leave, sick leave or bonuses; however, the employee shall not be entitled to use any accrued sick leave during such leave of absence.

Section 3 - Members of the negotiating team shall be allowed time off, without loss of pay and without deduction from any accumulated compensatory time or overtime, for all negotiation sessions which shall be mutually set by the representative of the Union and the City. Such release time shall be limited to no more than six (6) committee employees at any given negotiation session. The Employee seeking release time shall notify the Mayor or his designee in advance, as soon as the need for such release time is known.

Section 4 - The President of the Union and/or his designee (in no case to exceed two (2) people) shall receive seventy (70) hours annually for Union Leave provided a notice of at least ten (10) working days prior to the date of such leave is requested in writing. Unused time will not roll-over from year-to-year.

## **ARTICLE 23. FAMILY LEAVE**

Section 1. The City shall abide by the federal Family and Medical Leave Act of 1993. Employees and the City shall each have such rights and responsibilities as provided in the Family and Medical Leave Act. The employee shall normally provide the City with at least thirty (30) days' advance notice of the leave unless an emergency prevents the full notice. During a leave under this Article, the City will continue to make its normal contribution to the employee's group insurance benefits under Article 41. The insurance benefits received under this Article are subject to any repayment requirements allowed by federal law.

Section 2. Each employee is entitled to up to twelve (12) weeks leave per year, if he/she worked at least 1,250 hours the preceding year. The employee may elect to use any accrued sick leave, compensatory time or vacation. Any portion of the leave for which no such leave is elected or available shall be unpaid.

## **ARTICLE 24. INJURY LEAVE**

Section 1. Whenever an employee is injured at work, except as specified in Section 3 below, and as a result, the employee is disabled from performing his duties, a claim for injury leave stating all facts and circumstances shall be filed with the City. Should the City approve the claim, the employee shall be paid compensation in accordance with this Article, whether or not the employee has accumulated sick leave, for a period not to exceed one hundred eighty (180) calendar days from the date such work-related injury occurred. In the event accumulated sick leave is available and a work-related injury caused by the negligence of a third party is incurred, the first seven (7) work days of the injury leave shall be charged to the employee's accumulated sick leave credit, or in the event of any other work-related injury, the first twenty (20) work days of the injury leave shall be charged to the employee's accumulated sick leave credit. If insufficient accumulated sick leave credit is available, the existing sick leave credit shall be charged and any remaining work-related disability shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

Section 2. In order to obtain paid leave under this Article, the employee shall take all actions requested by the City to assign to the City those sums of money he receives as workers' compensation for those weeks he received benefits under this Article.

Section 3. In order for such injury leave to apply under this Article, the incident forming the basis of the injury must be reported in writing to the City within twenty-four (24) hours of the injury, whether or not the injury immediately develops or at first appears serious. Injuries caused by the employee's negligence or carelessness do not qualify for injury leave under this Article.

## **ARTICLE 25. OTHER LEAVES OF ABSENCE**

Section 1. Upon the employee's request, the City, at its discretion, may grant a leave of absence without pay to an employee for a period not to exceed one (1) year; upon the expiration of such leave of absence such employee shall be reinstated to the same or comparable position.

Section 2. When an employee is granted a leave of absence under this Article, his seniority shall not be deemed broken if the employee is reinstated within one year but, seniority shall not accrue during any period on such a leave nor shall any benefits be earned or accrued during such period.

Section 3. While an employee is on this leave the City shall continue to make its normal contribution to the employee's group insurance benefits under Article 41 of this Agreement for a period not to exceed six (6) months, including any leave granted under Article 23 of this Agreement.

## **ARTICLE 26. DEATH PRIOR TO RETIREMENT**

Upon the death of an employee while employed prior to retirement, his estate shall receive payment within thirty (30) working days of the employee's death for any accumulated unused vacation and compensatory time, and one-half (1/2) of the employee's accrued but unused sick leave, if any. Any earned but unpaid compensation, unpaid holiday pay, pro-rata longevity and pro-rata bonuses, if any, shall be made payable to the estate.

## **ARTICLE 27. VACATION**

Section 1. Definitions:

- a) Vacation leave means leave with pay granted to full-time employees of the bargaining unit as a reward for satisfactory service and as an incentive for future service. Vacation leave is earned in each calendar year and is to be taken only in the following calendar year. Vacations are not cumulative and must be taken in the calendar year as due, except as otherwise provided herein.
- b) For purposes of the vacation steps set forth herein, an employee will be elevated to the next step in the calendar year in which he would qualify based on anniversary date, provided that he may actually use the additional time only during the balance of the calendar year which follows his anniversary date.
- c) Full-time employees will receive vacation based upon the employee's City seniority as adjusted for any prior periods of service with the City, with part-time employment prorated to the full-time equivalent.

Section 2. Employees shall receive vacation leave according to the following formula:

- a) Each employee who has completed less than one (1) year of continuous employment shall receive one (1) workday off for each month worked but not more than eight (8) work days, with pay. The first full calendar year, thereafter, that the employee works, he shall be credited, in the following calendar year, with a two (2) weeks' vacation, with pay.
- b) Each employee who has completed six (6) years of continuous employment shall receive three (3) weeks' vacation with pay.
- c) Each employee who has completed thirteen (13) years of continuous employment shall receive four (4) weeks' vacation, with pay.
- d) Each employee who has completed eighteen (18) years of continuous employment shall receive five (5) weeks' vacation, with pay.
- e) Each employee who has completed twenty-two (22) years of continuous employment shall receive six (6) weeks' vacation, with pay.

Section 3. Each employee who has completed forty-five (45) days of service shall receive one (1) personal day with pay per year in addition to earned vacation.

Regular part-time employees who have completed five years of service shall receive one (1) personal day with seven (7) hours pay each year.

Section 4. The time of taking vacations shall be subject to the approval of the City. Vacation shall be scheduled in increments of at least one-half (1/2) hour unless it unduly interferes with the normal operations of the City. Any vacation not taken during the year in which it was accumulated may not be taken thereafter, except that each employee may carry over a maximum of one (1) week vacation to be applied to the employee's bonus vacation account. Additional vacation earned in November or December of one year under Section 1(b) may be taken in the subsequent calendar year.

Section 5. Any employee who on January 1 of the current calendar year, or on his/her vacation/anniversary date, has at least one-hundred seventy-five (175) hours of vacation leave may elect to work all or part of those vacation hours and receive payment for same at a straight rate of pay. Vacation leave shall be converted on a last in, first out (LIFO method) considering all vacation used year to date, regardless of which vacation bank the hours originated. The Payroll Department will follow all procedures required by the Ohio Public Employees Retirement System (OPERS) to determine which hours meet the LIFO method. These hours will be considered earnable salary and OPERS pension contributions will be deducted. Any hours not meeting the LIFO method will not be considered earnable salary and pension contributions will not be deducted.

Section 6. If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the City, and with his approval, an employee will be able to

reschedule the vacation leave. If an employee becomes ill or injured during a scheduled vacation period, he shall continue the scheduled vacation period before he is eligible to take sick leave.

Section 7. After five (5) years of employment, an employee who retires on other than his anniversary date will receive prorated payment for unused vacation based on the number of months worked.

## **ARTICLE 28. HOLIDAYS**

Section 1. All full-time employees shall receive the following paid Holidays as designated each year by the City:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth (June 19 <sup>th</sup> )	Day after Thanksgiving
Independence Day	Christmas

In recognition of Juneteenth in 2021, bargaining unit members shall receive one (1) additional floating holiday (2021 only) which must be used prior to March 31<sup>st</sup>, 2022.

Section 2. Upon completion of their first continuous year of service, part-time employees shall receive a thirty-five (35) hour holiday bank per year to be used at the employee's discretion with supervisor approval. After five (5) years of employment, part-time employees will receive a forty-two (42) hours holiday bank per year. The use of the holiday bank hours is capped at an employee's normal working hours per week.

Section 3. Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding the legal holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, compensatory time, jury duty, personal health day, hospitalization, legitimate illness or injury with a doctor's certificate, injury leave or funeral leave, and such leave has been approved by the Personnel Department. A personal health day may only be used on the workday last preceding the legal holiday or the workday next following a holiday upon the prior written approval of the City; such approval or denial shall not be grievable.

## **ARTICLE 29. HOURS OF WORK**

Section 1. The normal work week for regular full-time employees is thirty-five (35) hours of work, seven (7) hours each day; except for those positions which have a normal forty (40) hour work week of eight (8) hours per day. The normal hours of work shall be exclusive of the meal period.

Section 2. All employees shall be allowed one (1) uninterrupted hour for a scheduled meal period except for other mutually agreed upon schedules between the City and the Union, and except in the case of emergency situations.

Section 3. Normally, there shall be two (2) fifteen (15) minute rest periods for each work day of at least seven (7) hours. The rest periods shall be scheduled, to the extent practicable during the middle two hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless agreed by both the employee and the City and except in emergency situations.

## **ARTICLE 30. OVERTIME**

Section 1. All employees whose normal work day is seven (7) hours per day shall be entitled to overtime pay or compensatory time for work actually performed in excess of seven (7) hours per day. For employees whose normal work day is eight (8) hours per day, overtime or compensatory time shall be paid for work actually performed in excess of eight (8) hours per day. Employees who have accumulated compensatory time as of the date of this Agreement shall receive credit for it.

Section 2. Employees who work overtime shall be compensated at a rate of one and one-half times (1 ½) their normal hourly rate of pay. Employees may, at the time overtime is worked, elect to be compensated for the overtime in either cash payment paid with the normal payroll or receive compensatory time off. If no election is made, the overtime shall be paid with the next available payroll.

Section 3. Employees may accumulate up to two hundred forty (240) hours of compensatory time. At the employee's discretion, these hours may be converted to cash. Employees who have two hundred and forty (240) hours of compensatory time accumulated will be compensated for overtime hours worked in cash payment through the normal payroll.

Section 4. An employee who, upon resignation, death, or retirement has accumulated overtime or compensatory time due him, shall be paid at the salary rate in effect on the day of separation from employment.

Section 5. Overtime must have proper authorization and be in compliance with Internal Department policy.

Section 6. There shall be no pyramiding of overtime payments with any other payments.

Section 7. Employees who work an overtime assignment of more than two (2) hours shall be entitled to an additional ten (10) minute break.

Section 8. Unless approved by the employee, his/her work time will not be adjusted from his scheduled hours solely to avoid overtime.

## **ARTICLE 31. OVERTIME ASSIGNMENT**

Section 1. The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to the employees within the bargaining unit who regularly perform the work. If that employee refuses then the City shall offer the overtime to the most senior qualified employee within the Department. If that senior employee refuses, then the City shall offer the overtime to the other qualified employees within the Department in the order of seniority. If refused by all the employees, the City may require the least senior employee who regularly performs the work within the Department to work the overtime assignment. As referred to in this Article, seniority shall mean City seniority.

## **ARTICLE 32. CALL-OUT PAY**

Section 1. An employee who is released from duty, and subsequently required to report to duty at a time he is not scheduled, shall be paid for hours worked in the call-out capacity with a minimum of two (2) hours pay at the appropriate rate. This Article does not apply to those employees who are not regularly scheduled.

## **ARTICLE 33. MANAGEMENT RIGHTS**

Section 1. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and all of the employees are vested solely and exclusively with the City and/or its designated representatives.

Section 2. Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to: 1) hire and transfer employees; 2) discharge, suspend, or discipline employees for just cause; 3) determine the number of persons required to be employed or laid off; 4) determine the starting and quitting time and the number of hours to be worked by its employees, giving advance notice of any change when practicable; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for its positions except as limited by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes for work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; and 15) terminate or eliminate all or any part of its work or facilities.

Section 3. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the City and shall not be subject to the grievance procedure.

## ARTICLE 34. OBLIGATION TO NEGOTIATE

Section 1. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## ARTICLE 35. WAGES

Section 1. Upon execution of this Agreement, all employees who were employed by the City during the time periods listed shall receive the increases stated below. The pay schedule is set forth in Appendix B.

All Part Time employees shall be paid a minimum of \$17.00 per hour beginning in 2022 (will not receive the three percent (3%) increase in 2022).

Premium Pay of \$1,500.00 (Full-time), \$750.00 (Part-time).

2021—three percent (3%) retroactive to January 1, 2021

2022—two percent (3%) effective January 1, 2022

2023—two and one quarter percent (2 ¼%) effective January 1, 2023

### Section 2. Equity Adjustments

- a) The wage increase for full-time employees between step four and step five will be adjusted to reflect the following increase:

2018—zero percent (0%) retroactive to January 1, 2018

2019—one and one-half percent (1.50 %) effective January 1, 2019

2020—one and three quarters percent (1.75%) effective January 1, 2020

- b) An equity adjustment for all part-time bargaining unit employees, with the exception of part-time Property Maintenance Inspectors and part-time Housekeepers, of fifty cents (\$.50) per hour will replace the 2% increase effective January 1, 2020.

- c) The step adjustment for the part-time Property Maintenance Inspectors shall reflect a step one rate equal to full-time Inspectors step one rate, and the addition of a step two with a rate equal to full-time Inspectors step two rate.
- d) Existing part-time Housekeepers should be provided with and promoted a step two increase with new hires into the position being hired at step one.
- e) In lieu of a two percent (2%) increase in 2018, full-time Housekeepers step one rate will be \$15.19 and the rest of the steps will be in 1.75% increases.

Section 2. Pay checks will be made available to bargaining unit employees when made available to all other City employees. Employees will be paid on a biweekly basis. Special or supplemental pays will be included in regular pay checks, and will be taxed at a supplemental tax rate if required.

## **ARTICLE 36. LONGEVITY**

Section 1. All full-time employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

### Longevity Payment

After 5 yrs.	\$400.00 per year
After 10 yrs.	\$800.00 per year
After 15 yrs.	\$1,200.00 per year
After 20 yrs.	\$1,600.00 per year
After 25 yrs.	\$2,000.00 per year
After 30 yrs.	\$2,000.00 per year

Section 2. All longevity payments shall be included in the pay check that the employee's anniversary date falls within. After five (5) years of employment, if an employee terminates employment on other than his anniversary date, a final longevity payment will be made prorated on the basis of number of months worked.

Section 3. Any time on a layoff or authorized leave of absence shall not be credited in calculating length of service for this Article. A layoff in excess of one (1) year shall break continuous service for purposes of this Article.

## **ARTICLE 37. TOOLS AND EQUIPMENT**

The City shall provide those tools and equipment it believes necessary for the adequate performance of the job. The City shall provide the safety equipment required by law. Each employee is obligated to use his best efforts to maintain any tools or equipment provided to him for his use.

## **ARTICLE 38. SUB-CONTRACTING**

Section 1. The City shall not regularly sub-contract work normally performed by bargaining unit employees on a day to day basis. The City shall remain free to sub-contract work if, in its judgment:

- 1) the special services used are beyond the regular skill or duties of unit employees;
- 2) the special services used are beyond the capabilities of unit employees due to time, manpower, equipment or facilities demands;
- 3) it is to supplement unit employees when current manpower cannot reasonably complete the work within the necessary time; or
- 4) an emergency situation exists.

## **ARTICLE 39. PERSONAL LOSSES**

Equipment or personal items belonging to an employee which are damaged or destroyed while on the job due to the City's negligence and as a result of the employee's performance of his/her job shall be replaced or repaired at the City's expense after verification by the City that said item(s) were indeed damaged or destroyed under the required circumstances.

## **ARTICLE 40. DRUGFREE WORKPLACE POLICY**

Section 1. Policy Statement. Both the Union and the City recognize illegal drug and/or alcohol usage as a threat to the public safety and welfare and to the employees. The City will take the necessary steps, including drug testing, to eliminate illegal drug usage and abusive use and or impairment due to alcohol. The goal of this policy is prevention, detection, deterrence and rehabilitation, rather than termination.

Section 2. Definitions. The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The term "drug test" means a urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry (GC/MS), utilizing urine samples collected according to procedures and chain of custody established by this policy.

Section 3. Use of Alcohol and/or Drugs. Employees, while on duty or "on call," shall not be under the influence of alcohol or drugs, nor have their ability to safely, efficiently and effectively perform the duties of their position impaired as a result of the use of alcohol or drugs. No Employee shall use, possess, sell, deliver or purchase an illegal drug during working hours (including duty-free rest and lunch periods).

Section 4. Notice and Education of Employees Regarding Drug Testing. There shall be a thirty (30) day information distribution period prior to the implementation of testing under this policy for employees. All bargaining unit employees shall receive a copy of this policy. The City shall inform the employees concerning the impact of the use of drugs on job performance, the manner in which the test will be conducted, the reliability of the test performed, under what circumstances employees will be subject to testing, what the test can determine and the consequences of testing positive for illegal drug use. All new employees will be provided with this information, when initially hired. No employee shall be tested, until this information has been provided.

Section 5. Basis for Ordering an Alcohol or Drug Test. The City shall have the right to require mandatory blood and/or urine samples when the City has reasonable suspicion that an employee is under the influence of drugs and/or alcohol or that the employee's ability to safely, efficiently and effectively perform the duties of his position has been impaired as a result of the use of alcohol and/or drugs. As used herein, "reasonable suspicion" is a belief based upon objective and articulable facts. Such "reasonable suspicion" may be based upon, but is not limited to, any one or more of the following circumstances: a) slurred speech, b) unsteady walk, c) an accident involving City owned property, d) physical altercation, e) verbal altercation, f) documentation of aberrant behavior; that which is so unusual or disruptive that it warrants summoning a supervisor or anyone else with authority, g) possession of alcohol or illegal drugs, h) excessive or unexcused absenteeism, i) excessive or unexcused tardiness, j) documented evidence of declining productivity. Further, an employee may be required to submit to testing upon return to duty after participation in a substance abuse rehab program and during a disciplinary probation for employees who have violated the drug and alcohol rules. The circumstances supporting the allegation shall be reduced to writing signed by the City and copies to the employee and the Union.

Section 6. Urine Samples. Where urine or blood samples have been taken, the employee shall have the right to request split samples, with one half sent to the City's lab and the other kept frozen. Specimen collection will occur in a medical setting and the procedure should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing Physician. The employee designated to give a sample must be positively identified prior to any samples being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative. Upon request, an employee shall be entitled to the presence of a Union Representative, before testing is administered.

Section 7. Testing Procedure. The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing (i.e., fully certified by the College of American Pathologists or the Federal Certification Program). The testing or processing phase shall consist of a two-step procedure:

- 1) Initial screening step; The EMIT test detects the presence of drug cannabinoids from the urine sample.
- 2) Confirmation step; Gas Chromatography/Mass Spectrometry (GC/MS) is used to confirm the presence of an illegal drug.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. Where a positive report of both EMIT and GC/MS is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employees medical records. Test results used as evidence for disciplinary action, shall be entitled to the same confidentiality.

Section 8. Split Sample. Split the sample in half and preserve one-half by freezing said sample. If the lab confirms a positive test, and the employee contends that he has not used illegal drugs; the employee may request the lab split the untested sample and submit a portion (one-half) for re-testing by a lab of the employee's choosing, so long as the lab is fully certified by the College of American Pathologist, or the Federal Certification Program, for re-testing and the cost for same to be fully paid by the Employee. The Employee shall have the right to request that his designated doctor or lab be given a sample of his specimen same so that a separate test can be administered, and the cost of same be fully paid by the Employee.

Section 9. Disciplinary Action. Employees who are found to be using alcohol and/or illegal drugs in any quantity may be subject to discipline up to and including dismissal at the City's sole discretion; provided, however, that, for a first offense, voluntary self-referral and compliance with a rehabilitation program shall be considered as mitigating circumstances, and the employee shall not be disciplined for the drug/alcohol abuse so long as he complies with the program and has no further offenses. Refusal to submit to a drug test, or intentional or willful adulteration of, or switching a urine sample shall be sufficient and just cause of discipline up to and including dismissal at the City's sole discretion. This policy, and the fact that an employee may have been under the influence of alcohol or drugs, shall not be used as a defense to, and shall not prevent the City from disciplining an employee for conduct which is otherwise grounds for discipline even for a first offense.

Section 10. Right of Appeal. An employee disciplined as a result of a drug test has the right to challenge the results of such drug test through the Grievance Procedure provided in this Agreement; however, the Employee shall have the burden of proving that the test results on which the City relied on were clearly in error.

Section 11. Voluntary Participation in a Treatment Program. Employees who may be alcohol and/or drug dependent are encouraged to voluntarily seek professional assistance through a treatment and rehabilitation program and the Employee's Assistance Program (EAP). Voluntary assistance should be sought before the alcohol and/or drug abuse affects job performance or

endangers fellow employees or members of the public. Participation in the program is voluntary and strictly confidential. The City shall not have access to the program's files and records. However, the City shall be advised when an employee is hospitalized or is an outpatient as part of alcohol or drug dependency rehabilitation. Also, upon written request and consent of the participating employees, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action. Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized abuse program monitored by the EAP and may be required to undergo three (3) random urine tests within a one (1) year period starting from the date of return to duty. If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs or abuses alcohol, the City shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment or shall be immediately discharged. Illegal drug use or alcohol abuse or participation in any substance abuse rehabilitation program will not preclude disciplinary action against employees for any law or rule violation or for a failure of adequate job performance even though such may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

Section 12. Right of Union Participation. At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Section 13. Conviction of Crime. Any employee convicted of the violation of a criminal drug statute must notify the City within five (5) days of the conviction.

## **ARTICLE 41. INSURANCE**

Section 1. The City shall make available health insurance coverage, including prescription drug, dental and vision coverage for each full-time employee who elects coverage, whether single or family. The coverage provided to full-time employees shall be pursuant to the current annual healthcare coverage agreement between the City and the Joint Health Care Committee.

Section 2. Any employee who would receive paid health insurance coverage under Section 1 may, in lieu of coverage, elect to receive an insurance incentive bonus to be added to the employee's annual compensation by being paid on a prorated basis over each pay. The annual bonus amount is \$2,000 family and \$800 single. Election of this bonus requires a written request to the Auditor.

Section 3. Amend Section 3 to read: The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at its discretion to provide such coverage. The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and I.A.F.F, Local 639.

Section 4. The City shall provide life insurance coverage in the amount of \$25,000 per employee.

Section 5. The City will provide coverage under the City's Employee Assistance Program for part-time employees after completion of the probationary period under Article 11.

Section 6. Any employee who retired after December 31, 2006 is not eligible for any City-funded health insurance coverage after retirement.

Section 7. The City shall continue medical benefits provided in Section 41.1 for thirty (30) days after the employee's death. If the life insurance benefits have not been received by the beneficiary of the deceased employee after thirty (30) days, the medical benefits shall be extended until the life insurance benefits have been received to a maximum of sixty (60) days. Life insurance benefits shall be deemed to have been received when the City presents the life insurance benefits to the listed beneficiary or his or her heirs, executor, administrator, or assignee.

Section 8. Within thirty (30) days following completion of their first continuous year of service, part-time employees may elect to purchase health insurance coverage effective the beginning of the next following month at the City determined COBRA rate for the appropriate coverage. The decision to elect or forego coverage may not be changed until the City's next annual enrollment period. Any future decision to elect to purchase health insurance coverage will be subject to an exclusion for pre-existing conditions for the first six months of coverage.

## **ARTICLE 42. LEGALITY**

If it is determined by a court of competent jurisdiction that any provision of this Agreement is unlawfully in conflict with applicable State or Federal law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the City and the Union shall meet at the next labor/management meeting for the purpose of negotiating an alternative provision. If the parties are unable to agree, the City may implement an alternative and the Union reserves the right to assert its rights through the Grievance Procedure.

## **ARTICLE 43. UNIFORMS, LICENSES AND MILEAGE**

Section 1. The City will provide a uniform/dress allowance of \$500 to all full-time employees and \$250 to all part-time employees by January 31<sup>st</sup> of each year. (to cover the timeframe of January 1 through December 31 of the current year).

Those starting after January 1st of each year would receive prorated pay by full month remaining in the year, instead of the full amount. So, if they start January 15<sup>th</sup> they would receive 11 months of prorated payment.

Section 2. The City, on an annual basis, will provide a \$300 clothing allowance for winter/foul weather gear which it believes is necessary to the performance of the job. The allowance will be provided by April 15<sup>th</sup> of each year to the following classifications:

- a. Property Maintenance Inspector

- b. Building Inspector
- c. Party Chief
- d. Chainman

Section 3. The City will reimburse employees for the cost of any examinations, licenses and registration fees that it requires for the job. Employees will also be reimbursed for any classes or new certifications that are preapproved by the City.

Section 4. Any employee requested by the City to use his personal vehicle for City business shall be reimbursed for all approved miles at the then current mileage rate paid by the City.

#### **ARTICLE 44. SAFE WORK PRACTICES**

Section 1. The Employer shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees as required by law. In the event an employee reasonably believes he/she is in clear and present danger, the employee shall notify his supervisor immediately. The situation will then be referred to the Labor-Management Committee for discussion.

Section 2. If a work area has been declared unsafe by the City, the employee shall not be required to perform in that work area until it has been determined to be safe, unless the employee's duties include responding to the safety problem. However, said employee may be assigned alternative duties until the problem has been addressed.

#### **ARTICLE 45. LABOR/MANAGEMENT MEETINGS**

Section 1. The Union and the City recognize that periodic labor/management meetings can be beneficial to problem solving. The Mayor will schedule such meetings upon request by the Union to discuss pending problems or issues of concern, including but not limited to the discussion of safety concerns, and to promote a more harmonious labor/management relationship. These meetings may be limited to once a month with the Mayor designating attendees except that in addition to the Union President, the Union may select two representatives to attend.

Section 2. The Union and City agree that the training of current employees is an appropriate topic for labor/management meetings.

#### **ARTICLE 46. MODIFICATION**

Amendments to and modifications of this Agreement may be made by mutual agreement of the parties. The party proposing to amend or modify the Agreement shall so notify the other in writing. The proposal shall then be discussed at the next labor/management meeting unless agreed otherwise.

#### **ARTICLE 47. TOTAL AGREEMENT**

Section 1. This Agreement represents the entire agreement between the City and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City, without any such modification or discontinuance being subject to any grievance or appeal procedure.

Section 2. The City has the right to change existing practices, but prior to implementing any change the City will notify the Union and employees of the change.

#### **ARTICLE 48. LEGISLATIVE APPROVAL**

This Agreement shall not take full force and effect until it is approved by the appropriate legislative body, subject to the timelines for approval set forth in O.R.C. Chapter 4117.

#### **ARTICLE 49. SICK LEAVE DONATION**

The City is willing to consider individual requests for sick leave pooling because of demonstrated personal hardship. It must be understood that the granting or denial of the request is solely at the reasonable discretion of the City and is not arbitrable. Should the City determine to discontinue the program for any individual or to limit it as it deems appropriate, that decision may be grieved but is not arbitrable.

Those members who wish to donate sick leave must maintain a balance of at least three (3) weeks of sick leave after the donation. Current balances of donee's vacation, comp time, and bonus vacation accounts must be disclosed to every donor prior to the donation. Under no circumstances will a member receive donated sick time until his/her sick bank is fully depleted.

#### **ARTICLE 50. RESIDENCY**

Employees within this bargaining unit shall not be subject to a residency requirement.

#### **ARTICLE 51. TRAINING**

Section 1. The City is responsible for deciding what training and development is necessary for the appropriate performance of each position. The City will provide basic training in the equipment used by employees in the performance of their jobs and supplemental training as needed for equipment modifications.

Section 2. Where the City requires an employee to attend any training function, the time that the employee attends the function will be considered time worked and the employee shall be paid at his/her appropriate hourly rate. The City will also pay any expenses for registration and attendance upon submission of the necessary reports.

Section 3. Should an employee wish to attend a training function that is not required, the City may elect to pay for the time and/or expenses but is not required to do so. The employee may be required to complete the necessary application in advance if asked to apply.

## **ARTICLE 52. DURATION**

This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union. This Agreement shall become effective upon ratification and shall remain in full force and effect until December 31, 2023.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF PARMA

By: \_\_\_\_\_

AFSCME LOCAL 3924

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OHIO COUNCIL 8

By: \_\_\_\_\_